

EXHIBIT D

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

DAVID HARTLEY, on behalf of himself and
all others similarly situated,

Plaintiff

-v-

SIG SAUER, INC.,

Defendant.

Case No. 4:18-CV-00267-HFS

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

EXHIBITS	iii
I. RECITALS	1
II. DEFINITIONS	3
III. REQUIRED EVENTS	6
IV. SETTLEMENT BENEFITS	8
V. NOTICE OF PROPOSED SETTLEMENT TO SETTLEMENT CLASS MEMBERS	11
VI. OBJECTIONS AND REQUESTS FOR EXCLUSION	12
VII. ATTORNEYS' FEES	14
VIII. RELEASE	15
IX. MISCELLANEOUS PROVISIONS	15

EXHIBITS

FOLLOWING THIS COVER PAGE ARE ATTACHED THE FOLLOWING EXHIBITS:

EX. A THE PROPOSED LONG FORM NOTICE.

EX. B THE PROPOSED CLAIM FORM.

EX. C THE PROPOSED UPDATED NOTICE REGARDING THE UPGRADE PROGRAM.

EX. D THE PROPOSED DIRECT NOTICE.

EXHIBIT

A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI**

THIS IS A COURT AUTHORIZED NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

NOTICE OF SETTLEMENT

**If You Own or Owned a SIG Sauer Model P320 Pistol,
You Could Receive Benefits From a Class Action Settlement.**

***Your legal rights may be affected even if you do not act.
Please read this Notice carefully.***

- The purpose of this notice is to inform you of a proposed settlement of the class action lawsuit captioned: *Hartley, et al. v. SIG Sauer, Inc.*, No. 4:18-cv-00267-HFS (W.D. Mo.). You are receiving this notice because SIG Sauer's records indicate that you may be entitled to claim certain benefits offered by the proposed settlement.
- The lawsuit alleges that Defendant SIG Sauer, Inc.'s P320 pistols manufactured before August 8, 2017, were defectively designed. Settlement Class Members have legal rights and options and deadlines by which they must exercise them.
- The Settlement provides benefits to:
 - (1) Current owners of P320 pistols who have not previously experienced a Cartridge Failure Event (as defined below) or who did previously experience a Cartridge Failure Event but did not previously return their P320 pistol to Sig Sauer for repair following that Cartridge Failure Event;
 - (2) Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were told that their pistol could not be repaired; and
 - (3) Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were charged any amount, including shipping costs, for the pistol to be repaired and returned to them.

THIS SETTLEMENT DOES NOT RESOLVE OR AFFECT ANY CLAIM FOR PERSONAL INJURIES OR PROPERTY DAMAGE.

- Settlement Class Members may be entitled to receive an upgrade to the design of their pistol to include the addition of a mechanical disconnect, as well as an exchange of the trigger, sear, and striker with thinner, lighter versions of these components. Settlement Class Members may also be entitled to receive a no-cost repair of their pistol resulting from a previous Cartridge Failure Event that has not been previously addressed, as long as the event arises out of the use of Appropriate Ammunition (as defined below). Additionally, certain Settlement Class Members who previously experienced a Cartridge Failure Event may be entitled to receive: (1) a refund of the price paid for their pistol, which will be the greater of the original

purchase price paid (with proof of purchase) or the Manufacturer's Suggested Retail Price for the specific version at issue, *or* (2) a new P320 pistol of the same or similar version to the extent permitted by state and local law. Finally, Settlement Class Members may be entitled to receive a refund of amounts previously paid to SIG Sauer to repair a prior Cartridge Failure Event. All valid claimants will also be provided a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Event resulting from the use of Appropriate Ammunition on their P320 pistol.

Please read this Notice carefully. You must file a Claim Form in order to receive benefits under the Settlement Agreement. You have from now until twenty-four (24) months after the Effective Date to file a Claim Form. ("Effective Date" means the date on which the order approving the Settlement Agreement becomes final.) Your legal rights are affected, whether you act or don't act. You are encouraged to periodically check the Settlement page on Sig Sauer's Website, www.XXX.com, because it will be updated with additional information.

BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you may have a right to know about a proposed Settlement of a class-action lawsuit and about your rights, options and associated deadlines before the Court decides whether to give final approval to the Settlement. The name of the lawsuit is *Hartley, et al. v. SIG Sauer, Inc.*, Case No. 4:18-cv-00267-HFS (W.D. Mo.). The Defendant is SIG Sauer, Inc. This Notice explains the lawsuit, the proposed Settlement, and your legal rights and options. The Court still has to decide whether to finally approve the Settlement. Certain benefits will be provided only if the Court finally approves the Settlement and if/when any appeals are resolved in favor of the Settlement. Please check the Website identified in this Notice regularly for updates.

YOUR RIGHTS AND OPTIONS	
SUBMIT A CLAIM	You must submit a Claim Form to receive benefits under the Settlement. The deadline for submitting a Claim Form is twenty-four (24) months after the Effective Date of the Settlement. You will not receive any benefits under the Settlement if you do not submit a timely Claim Form.
EXCLUDE YOURSELF	If you do this, you are not entitled to Settlement benefits, but you keep your right to sue Defendant on your own about the issues in the lawsuit. The opt-out form must be postmarked by or received by the Court before Month, XX, 2020.

QUESTIONS? CALL TOLL FREE (XXX) XXX-XXXX OR VISIT WWW.XXX.COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

OBJECT	If you do not exclude yourself, you can write to the Court about why you don't like the proposed Settlement. Objections must be postmarked by or received by the Court and counsel before Month, XX, 2020._____.
GO TO A HEARING	If you do not exclude yourself, you can appear and ask to speak to the Court directly about the Settlement. You may also appear at the hearing through your own lawyer. Requests to speak must be postmarked by or received by the Court and counsel before Month, XX, 2020.
DO NOTHING	You will not receive Settlement benefits that you may otherwise be eligible for and you give up the right to sue Defendant about the issues in the lawsuit.

2. What is the lawsuit about?

The class action lawsuit claims that P320 pistols manufactured before August 8, 2017, were defectively designed because the design allegedly allowed the pistol to discharge where the pistol's slide and barrel are in an unlocked condition due to the absence of a mechanical disconnect. The lawsuit further contends that the value and utility of these firearms have been diminished as a result of these alleged defects. Defendant denies these allegations and any wrongdoing.

This Settlement does not involve claims of personal injury or property damage.

What is a "Cartridge Failure Event"? "Cartridge Failure Event" means a P320 pistol that has sustained damage caused by a ruptured cartridge; the type of damage caused by a Cartridge Failure Event includes a blown-out extractor and/or cracking or other damage to the grip module.

What is "Appropriate Ammunition"? "Appropriate Ammunition" means factory-new ammunition of the correct caliber manufactured to the appropriate SAAMI or NATO specification and excluding all handloads, reloads or remanufactured ammunition.

3. What is a class action?

In a class action, one or more plaintiffs called "class representatives" sue one or more defendants on behalf of other people who have similar claims. A court decides whether any lawsuit may proceed as a class action, and this Court has not finally decided that the lawsuit may be certified as a class action. All of these people with claims, together, are the "Settlement Class" or "Settlement Class Members" if the Court approves this procedure. Then, that Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

QUESTIONS? CALL TOLL FREE (XXX) XXX-XXXX OR VISIT WWW.XXX.COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

4. Why is there a Settlement?

Both sides in the lawsuit agreed to a settlement so that the Settlement Class Members can get benefits, to avoid the cost and risk of further litigation, including a potential trial, and in exchange for releasing Defendant from liability. The settlement does not mean that Defendant broke any laws and/or did anything wrong, and the Court did not decide which side was right.

The Settlement here has been preliminarily approved by the Court, which authorized the issuance of this Notice. The class representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interests of all Settlement Class Members.

The essential terms of the Settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

A. WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

- Category I: Current owners of P320 pistols who have not previously experienced a Cartridge Failure Event or who did previously experience a Cartridge Failure Event but did not previously return their P320 pistol to Sig Sauer for repair following that Cartridge Failure Event; and
- Category II: Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were told that their pistol could not be repaired; and
- Category III: Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were charged any amount, including shipping costs, for the pistol to be repaired.

6. I’m not sure if I’m included in the Settlement.

If you are not sure whether you are included in the Settlement Classes, you may call 1-800-XXX-XXXX. You can also go to www.XXX.com for instructions and photos that can help you determine what model firearm you own and when it was manufactured.

7. Are there exceptions to being included in the Settlement?

You are not a Settlement Class Member even if you are included in one or both Settlement Classes if:

QUESTIONS? CALL TOLL FREE (XXX) XXX-XXXX OR VISIT WWW.XXX.COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

- You exclude yourself from this Settlement;
- You are neither a citizen nor a resident of the United States or its territories;
- You are a governmental entity or a law enforcement agency;
- You are an employee, parent, subsidiary, or affiliate of the Defendant;
- You are the Judge or Magistrate Judge in the lawsuit or a member of the Judge's or Magistrate Judge's family.

8. How do I know if I have a firearm described in Question 5 that is subject to this lawsuit?

If you are not certain if your firearm is covered by this lawsuit, call 1-800-XXX-XXXX. You can also go to www.XXX.com for instructions and photos that can help you determine what model firearm you own and when it was manufactured.

B. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

9. What does the Settlement provide?

If you are a Settlement Class Member, the benefits you are eligible to receive depends on several factors. The Settlement benefits are outlined generally below, but more information can be found at the Settlement Website, www.XXX.com, or by calling 1-800-xxx-xxxx.

Please note that you must submit a Claim Form to receive benefits. If you do nothing, you will not receive benefits from the Settlement. If you do nothing, you will still be considered a Settlement Class Member, but you will not be able to sue Defendant about the issues in the lawsuit.

Claim Forms are available online at www.XXX.com or by calling 1-800-xxx-xxxx. You may submit your Claim Form online, or you may complete your form and then submit it by U.S. mail or e-mail at the addresses listed below:

Online: www.XXX.com

By E-Mail: XXX

By U.S. Mail: XXX

a. Category I P320 pistols

All Settlement Class Members in **Category 1** will receive a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Event resulting from the use of Appropriate Ammunition. Additionally, to the extent any Category 1 Settlement Class member previously experienced a Cartridge Failure Event but did not previously return their P320 pistol for repair, Sig Sauer agrees to repair the P320 pistol at no charge. In the event the P320 pistol cannot be repaired, Sig Sauer agrees to provide the class member their choice of either: (1) a refund amount

QUESTIONS? CALL TOLL FREE (XXX) XXX-XXXX OR VISIT WWW.XXX.COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

that is the greater of the original purchase price of their P320 Pistol or the Manufacturer's Suggested Retail Price, *or* (2) a new P320 pistol of the same or similar version to the extent permitted by state and local law. Class members must submit proof of purchase (including receipt) if making a claim that the original purchase price is greater than the MSRP. Also, any Settlement Class Members in **Category 1** whose P320 pistols have not been upgraded (either through the as-sold design or through participation in SIG Sauer's Voluntary Upgrade Program) may elect to have their P320 pistol upgraded at no cost.

Please visit the Settlement Website, www.XXX.com, or call 1-800-xxx-xxxx if you have any questions about these benefits.

b. Category II P320 pistols

Settlement Class Members in **Category 2** will receive their choice of either: (1) a refund of the greater amount of the original purchase price of their P320 pistol or the Manufacturer's Suggested Retail Price for their specific version, *or* (2) a new P320 pistol of the same or similar version to the extent permitted by state and local law. Class members must submit proof of purchase (including receipt) if making a claim that the original purchase price is greater than the MSRP.

Please visit the Settlement Website, www.XXX.com, or call 1-800-xxx-xxxx if you have any questions about these benefits.

c. Category III P320 pistols

Settlement Class Members in **Category 3** will be refunded any money paid to SIG Sauer to repair their P320 pistol, including costs incurred to ship their P320 pistol. Additionally, all Settlement Class Members in Category 3 will receive a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Event resulting from the use of Appropriate Ammunition.

Please visit the Settlement Website, www.XXX.com, or call 1-800-xxx-xxxx if you have any questions about these benefits.

10. Making a claim – when should I submit my claim?

You may submit your Claim Form now, but certain benefits will not be available until after the Effective Date. Please see section 9 of this Notice for details on when benefits will be available. Claim Forms must be received no later than twenty-four (24) months following the Effective Date, which will be posted on the Settlement Website when it is known. You may also call 1-800-xxx-xxxx or visit the Settlement Website for more information.

11. When is the Settlement's Effective Date?

For information about the Settlement's Effective Date, check the website, www.XXX.com. The Effective Date will be the date of the Court's Order giving final approval to the Settlement if there

QUESTIONS? CALL TOLL FREE (xxx) xxx-xxxx OR VISIT WWW.XXX.COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

are no objections or appeals. If there are objections or appeals, the date will be later after those objections or appeals are resolved. When the date becomes known, it will be posted on the Settlement Website.

12. What happens if the Settlement is not approved by the Court?

If the Settlement is not ultimately approved by the Court, then the Settlement will terminate and all class members and Parties will be restored to the positions in which they were before the Settlement Agreement was signed.

13. When will I receive my benefits?

You may submit your Claim Form now, but certain benefits will not be available until after the Effective Date. Please see sections 9 and 11 of this Notice for details on when benefits will be available. You may also call 1-800-xxx-xxxx or visit the Settlement page on Sig Sauer's website for additional information.

C. REMAINING IN THE SETTLEMENT

14. What am I giving up if I stay in the Settlement Classes?

If the Settlement becomes final, Settlement Class Members who do not exclude themselves from the Settlement Classes will release Defendant from liability and will not be able to sue Defendant about the issues in the lawsuit. The Settlement Agreement at paragraphs 61-62 describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.XXX.com. The full release section is also attached as Appendix A to this Notice. You can talk to one of the lawyers listed in Question 22 for free or you can talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

You do not have to take part in the Settlement or be a Settlement Class Member. You can do what is called "excluding" yourself or "opting out." If you exclude yourself, you will not receive any benefits under the Settlement and you cannot object to the Settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit against the Defendant over the legal issues in this lawsuit.

QUESTIONS? CALL TOLL FREE (XXX) XXX-XXXX OR VISIT WWW.XXX.COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

15. If I don't exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Defendant for the issues resolved by this Settlement. If the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Defendant about the issues in the lawsuit. This settlement explicitly does not cover claims of personal injury or property damage, and by participating you are not precluded from making those types of claims against Defendant in a separate lawsuit should you wish to do so.

16. If I exclude myself, can I get anything from this Settlement?

If you exclude yourself, you cannot get Settlement benefits and you cannot object to the Settlement. But, if you timely and properly exclude yourself, the Settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Defendant in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the Settlement.

17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you **must** send a letter by mail saying that you want to be excluded from the Settlement in *Hartley, et al. v. SIG Sauer, Inc.*, and identify the case number (Case No. 4:18-cv-00267-HFS). In the letter, you **must** also include your name; address; model and serial number of your firearm; telephone number; and your signature. If you have entered into a written or oral agreement to be represented by counsel, the letter must also be signed by the attorney who represents you. You can't ask to be excluded over the phone or at the Settlement Website.

You must mail your exclusion request to:

XXX

Your exclusion request must be received by **Month 00, Year**. The deadline found in this Notice may be changed by the Court. Please check www.XXX.com regularly for updates regarding the Settlement.

E. OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or some part of it.

18. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member, and you don't exclude yourself from the Settlement Classes, you can object to the Settlement if you don't like some part of it. You can give reasons why you

QUESTIONS? CALL TOLL FREE (XXX) XXX-XXXX OR VISIT WWW.XXX.COM
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think the Court should not approve it. The Court will consider your views but may approve the Settlement anyway.

To object, you or your lawyer **must** send a written objection containing all of the following:

- The name and title of the lawsuit, *Hartley, et al. v. SIG Sauer, Inc.* (Case No. 4:18-cv-00267-HFS);
- A written statement of objections clearly specifying the grounds and reasons for each objection;
- A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and if so, how long you will need to present your objections;
- Copies of any documents you or your lawyer will present at the Final Approval Hearing;
- Your current address, telephone number and e-mail address, and that of your attorney, if any;
- Information showing that you are a member of one or more Settlement Classes, including a list of the firearms to which your objection applies (with serial number of each firearm); and
- Your signature and that of your attorney, if you have one.

You must mail your objection postmarked **no later than Month 00, Year** to:

XXX

In addition, you **must** also file the objection with the Clerk of Court (identified below) so that it is received **no later than Month 00, Year**. The submission of an objection allows Class Counsel or SIG Sauer's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. If you retain an attorney to object to the Settlement, the attorney must file a notice of appearance and serve it on Class Counsel and Defense Counsel no later than five (5) days after objecting to the Settlement. Send your objection to:

Clerk of Court
Charles Evans Whittaker Courthouse
Attn: Clerk's Office
400 East 9th Street
Kansas City, MO 64106

19. What is the difference between objecting and excluding myself from the Settlement?

Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. Objecting is telling the Court that you don't like something about the Settlement. You can only object if you stay in a Settlement Class.

QUESTIONS? CALL TOLL FREE (XXX) XXX-XXXX OR VISIT **WWW.XXX.COM**
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Defendant over the issues in the lawsuit.

20. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Defendant over the issues in the lawsuit.

F. THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Settlement Class Members. These lawyers are:

Tim Dollar
DOLLAR BURNS & BECKER, L.C.
1100 Main Street, Suite 2600
Kansas City, MO 64105

Bonner Walsh
WALSH, PLLC
1561 Long Haul Road
Grangeville, ID 83530

Matthew D. Schelkopf
SAUDER SCHELKOPF
1109 Lancaster Ave.
Berwyn, PA 19312

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one at your own expense.

22. How will the lawyers be paid?

The lawyers who represent the Settlement Classes will ask the Court for reimbursement of their out-of-pocket expenses and an award of attorneys' fees and costs based on their work in this litigation in an amount not to exceed \$850,000. The amount of attorneys' fees to be awarded will be determined solely by the Court. The Court must approve any request for fees, expenses and costs. These payments of legal fees and expenses will not reduce the value of the Settlement benefits made available to Settlement Class Members. Defendant will also separately pay the costs to provide notice to the Settlement Classes.

QUESTIONS? CALL TOLL FREE (XXX) XXX-XXXX OR VISIT WWW.XXX.COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

23. Will the class representatives who have worked with lawyers receive any extra payment?

Yes. To compensate them for the work in this litigation, Class Counsel will ask the Court for a service award in the amount of either \$2,800 for Plaintiffs David Hartley and Timothy Delisle, and \$1,400 for Plaintiff David Porter, for a total of \$7,000. These payments will not reduce the value of the Settlement benefits made available to Settlement Class Members.

G. THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval to the Settlement. If you have filed an objection on time and attend the hearing, you may ask to speak, but you don't have to attend or speak.

24. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a Final Approval Hearing at **00 am/pm on Month 00, Year** at the Charles Evans Whittaker Courthouse, 400 East 9th Street, Kansas City, Missouri 64106. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to grant final approval of the Settlement and, if so, how much to pay the lawyers representing Settlement Class Members. We do not know how long it will take the Court to render these decisions.

25. Do I have to come to the hearing?

No. Class Counsel will answer any question the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it as long as you filed a written objection with all of the required information on time with the Court and delivered it on time to Class Counsel and Defendant's Counsel, the Court will consider it. You may also have a lawyer attend the hearing on your behalf, but it is not required.

26. When will the Settlement be final?

The Settlement will not be final unless and until the Court grants final approval of the Settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the Settlement. Please be patient and check the Settlement Website identified in this Notice regularly.

QUESTIONS? CALL TOLL FREE (xxx) xxx-xxxx OR VISIT WWW.XXX.COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

H. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. You can get a copy of the detailed Settlement Agreement and other important information about the case at www.WWW.com. You may also call [1-800-xxx-xxxx](tel:1-800-xxx-xxxx), or write to:

XXX

You can also look at and copy the legal documents filed in the lawsuit at any time during regular office hours (9:00am–4:30pm) at the Office of the Clerk of Court, United States District Court for the Western District of Missouri, Charles Evans Whittaker Courthouse, 400 E. 9th Street, 1st Floor, Room 1510, Kansas City, MO 64106.

QUESTIONS? CALL TOLL FREE (XXX) XXX-XXXX OR VISIT WWW.XXX.COM
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EXHIBIT B

SIG SAUER P320 CLASS ACTION SETTLEMENT CLAIM FORM

INSTRUCTIONS: If you need help determining the model number or serial number for your firearm, please visit www.XXXX.com or call 1-800-xxx-xxxx for assistance.

This Claim Form may be used for one firearm only. Please fill out additional Claim Forms if you seek settlement benefits for more than one firearm. Claim Forms must be fully completed to receive any settlement benefits. If you have questions regarding this Claim Form, please call 1-800-xxx-xxxx.

You may complete and submit your Claim Form online at www.XXX.com, or you may complete your form and then submit it by U.S. Mail or e-mail to the addresses listed below. In order to participate in this settlement, completed Claim Forms must be received by **Month 00, Year**. Please note that some of the benefits listed herein will not be provided until after the Parties' Settlement Agreement has been finally approved by court order, but you may submit your Claim Form now.

Please fill out all sections of this Claim Form and submit either:

By Mail: **XXX**

By E-Mail: **XXX**

SECTION 1 - YOUR PERSONAL INFORMATION

First Name: _____ Last Name: _____

Street Address: _____

Suite or Apartment Number _____

City _____ State _____ Zip _____

E-mail address: _____

SECTION 2 – SERIAL NUMBER OF YOUR FIREARM:

Enter the Serial Number of your Firearm in the boxes below:

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PLEASE GO TO SECTION 3.

SECTION 3 – ELECTION TO PARTICIPATE IN SETTLEMENT AND BENEFIT SELECTION:

Check the appropriate box below to confirm that you own or owned a P320 pistol that falls into one of the described categories, and you are hereby electing to participate in this Settlement. Your pistol will only fall within one of the three categories. For Category II pistols, please select the benefit you wish to receive.

Category I P320 Pistols:

☐

Yes, I currently own a Sig Sauer P320 model pistol and I want to participate in this Settlement. I have not previously experienced a Cartridge Failure Event, and/or have not previously returned my P320 Pistol to Sig Sauer for repair after experiencing a Cartridge Failure Event, and thus, do not fall under the scope of Category II or Category III. I want to receive a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Event resulting from the use of Appropriate Ammunition on my P320 pistol. I understand that the benefits I am entitled to will only be available to me after the Court approves the parties' Settlement.

(To the extent your P320 pistol *has not* been previously upgraded, please check the below box if you would like it to be upgraded at this point):

☐

My P320 pistol does not include the upgraded design (either by virtue of being upgraded pursuant to the Voluntary Upgrade Program or being manufactured with the upgraded design). I want to receive a pre-paid shipping tag, box, and written instructions on how to return my firearm to SIG Sauer for a Voluntary Upgrade, which will upgrade the design of my pistol to include the addition of a mechanical disconnect, as well as an exchange of the trigger, sear, and striker with thinner, lighter versions of these components.

(If you previously experienced a Cartridge Failure Event with your P320 pistol, but you did not previously return the pistol to SIG Sauer for repair, please check the below box if you would like to return it at this point):

☐

My P320 previously experienced a Cartridge Failure Event, but I did not previously return the pistol for repair. I want to receive a pre-paid shipping tag, box, and written instructions on how to return my firearm to SIG Sauer for evaluation and repair. I understand that I will be required to provide information to SIG Sauer regarding the Cartridge Failure Event, including information about the ammunition used.

PLEASE GO TO SECTION 4.

Category II P320 Pistols:

☐

Yes, I own or owned a Model P320 SIG Sauer pistol that I previously returned to SIG Sauer after experiencing a Cartridge Failure Event. When I returned my pistol to SIG Sauer, I was told that my pistol could not be repaired. I want to participate in this Settlement, and I want to receive one of the benefits listed below. I understand that I will need to return my old P320 to SIG Sauer. I understand that these benefits will only be available to me after the Court approves the parties' Settlement.

(Choose One Option below):

☐ *I want a refund of the price I paid for my P320, which I understand will be the greater of the original purchase price of my P320 Pistol or the Manufacturer's Suggested Retail Price for the same or similar version. I understand that I will also be refunded any costs I incurred related to the evaluation of my P320 by SIG Sauer. I further understand that, if I claim the original purchase price for my P320 was greater than the MSRP, I must mail proof of purchase (including my receipt) to the mailing address or the email listed on the first page of this claim form.*
PLEASE GO TO SECTION 4.

OR

☐ *I want a new P320 pistol of the same or similar version to the extent state and local law permit a replacement firearm, which will include a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Event resulting from the use of Appropriate Ammunition. In the event SIG Sauer is precluded from providing a warranty replacement firearm, I understand that a refund will be provided as described in the above option. I understand that I will also be refunded any costs I incurred related to the evaluation of my P320 by SIG Sauer, including any shipping costs.*
PLEASE GO TO SECTION 4.

Category III P320 Pistols:

☐ Yes, I own or owned a Model P320 SIG Sauer pistol that I previously returned to SIG Sauer after experiencing a Cartridge Failure Event. SIG Sauer repaired my pistol, but I was charged for the repair. I want to participate in this Settlement, and I want to receive a full refund of the amounts I paid to SIG Sauer in connection with the repair. I also want to receive a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Event resulting from the use of Appropriate Ammunition on my P320 pistol. I understand that these benefits will only be available to me after the Court approves the parties' Settlement.
PLEASE GO TO SECTION 4.

SECTION 4 – ATTESTATION

I attest, by my signature below, that the statements made and answers given in this Claim Form are true and correct and that the documents submitted herewith are true and genuine.

Executed this _____ day of _____ (Month/Year)

(Sign your name here)

(Print your name here)

EXHIBIT

C

Dear SIG SAUER Customer,

We are writing to provide additional notice and information about the availability of the P320 upgrade program. This upgrade program has been available to all P320 owners since August 2017, and it remains available to all P320 owners who purchased their pistols before that date. The upgrade program is completely free of charge to all customers; SIG SAUER is even covering the cost of shipping and returning your P320 pistol to you!

Based on its own internal testing and input from various law enforcement, government and military customers, SIG SAUER modified the design of its P320 pistol to improve its safety, reliability and overall performance. Specifically, the upgraded P320 has lighter internal components, including a new thinner-profile trigger and a lighter sear and striker. These upgrades will enhance the protection against unintended discharges if the pistol is dropped. Any unintended discharge, including a discharge from a dropped firearm, includes a risk of death or serious bodily injury to all those in the vicinity of the firearm.

Additionally, the upgraded P320 pistol includes a mechanical disconnect which provides an additional layer of protection against cartridge failure events. A cartridge failure event can pose a risk of injury to the shooter or those in the immediate vicinity and can also cause damage to the firearm itself. The addition of a mechanical disconnect also prevents a dead trigger if the trigger is pulled while the slide is retracted.

SIG SAUER is reaching out to remind P320 owners of this free upgrade program and to encourage all P320 owners who have not yet participated to take advantage of this program. Since SIG SAUER started the upgrade program, over a hundred thousand P320s have been upgraded. Customers that have taken advantage of the program have been extremely pleased with the enhanced performance, reliability and safety, and have appreciated the ease and turnaround time of this upgrade process.

SIG SAUER encourages all P320 owners whose pistols do not include the upgraded design to participate in the free upgrade program. For more information on the upgrade or how to participate in the program, please visit SIG SAUER's website at <https://www.sigsauer.com/support/p320-voluntary-upgrade/>.

If you have additional questions or need help with the online registration please contact SIG SAUER Customer Service at (603) 610-3000 and select Option 1, Monday through Friday, 8:30 a.m. through 6:00 p.m. EST.

Thank you for being a loyal SIG SAUER customer.

EXHIBIT D

**A Settlement has been reached in a class action lawsuit about SIG Sauer's P320 pistol.
If you own or owned a SIG Sauer P320 pistol, you may be eligible for benefits from the Settlement.**

What is the lawsuit about?

A proposed nationwide Settlement has been preliminarily approved in a class action lawsuit involving SIG Sauer's P320 pistol. The class action lawsuit claims that P320 pistols manufactured before August 8, 2017, were defectively designed because the design allegedly allows the pistol to discharge where the pistol's slide and barrel are in an unlocked condition due to the absence of a mechanical disconnect. The lawsuit further contends that the value and utility of these firearms have been diminished as a result of these alleged defects. Defendant denies these allegations and any wrongdoing. The Parties agreed to resolve this matter before these issues were decided by the Court.

Who's Included? The Settlement provides benefits to all persons who currently own a P320 pistol who fall within one of the following three Categories:

- **Category 1:** Current P320 Owners who have not previously experienced a Cartridge Failure Event *or* who did previously experience a Cartridge Failure Event but did not previously return their P320 pistol to Sig Sauer for repair.
- **Category 2:** Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were told that their pistol could not be repaired; and
- **Category 3:** Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were charged for the pistol to be repaired.

What does the Settlement provide? All Settlement Class Members who continue to own their P320 pistol receive a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Events resulting from the use of Appropriate Ammunition. Additionally, Settlement Class Members in Category 1 who previously experienced a Cartridge Failure Event but did not previously return their P320 pistol for repair may have their pistol repaired at no cost to the class member. Settlement Class Members in **Category 1** whose P320 pistols have not been upgraded may also participate in SIG Sauer's Voluntary Upgrade Program at no cost to the class member. **Category 2** Settlement Class Members have the option to receive either: (1) a refund of the greater of the original price paid for their P320 (with proof of purchase) or the Manufacturer's Suggested Retail Price for their specific version, *or* (2) a new P320 pistol of the same or similar version to the extent permitted by state and local law. **Category 3** Settlement Class Members will be refunded any money paid to SIG Sauer to repair their P320 pistol, including any shipping costs incurred.

How can I get Settlement benefits? Submit a Claim Form. Claim Forms can be found at www.XXX.com or by calling 1-800-xxx-xxxx.

What are my legal rights? Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue the Defendant yourself, you must exclude yourself from the Settlement Class by **Month 00, 2020**. If you do not exclude yourself, you may object to the Settlement by writing to the Court by **Month 00, 2020**.

The Court will hold a hearing on **Month 00, 2020**, to consider whether to approve the Settlement and a request for attorneys' fees and expenses of up to \$850,000, plus a payment of \$1,400 to \$2,800 for each named Plaintiff. You or your own lawyer may appear at the hearing at your own expense.

For more information or a Claim Form: 1-800-xxx-xxxx or www.XXX.com

END OF EXHIBITS TO THE SETTLEMENT AGREEMENT.

SETTLEMENT AGREEMENT FOLLOWS.

This Settlement Agreement (“Settlement Agreement”), including its attached Exhibits, is entered into as of this ____ day of January, 2020, by and among Plaintiffs, on behalf of himself and on behalf of the Settlement Class Members, and Defendant Sig Sauer, Inc., to settle and compromise the Action and to discharge the Released Parties as set forth herein.

I. RECITALS

WHEREAS, Sig Sauer, Inc. (“SIG Sauer”) designs, manufactures and sells the P320 model striker-fired pistol (the “P320 Pistol”) to various government entities, law enforcement agencies and individual consumers in the United States and abroad;

WHEREAS, SIG Sauer commenced selling the P320 Pistol on January 1, 2014;

WHEREAS, as originally designed, the P320 Pistol did not include a mechanical disconnect;

WHEREAS, on August 8, 2017, SIG Sauer announced the implementation of the P320 Voluntary Upgrade Program (the “Upgrade Program”), under which the design of the P320 Pistol was modified to enhance the performance, reliability and safety of the pistol and all P320 Pistols manufactured after August 8, 2017, included the new, upgraded design features;

WHEREAS, this upgraded design includes the addition of a mechanical disconnect, as well as an exchange of the trigger, sear and striker with thinner, lighter versions of these components. Any P320 Pistol manufactured and sold prior to the implementation of the Upgrade Program and which has not been upgraded pursuant to the Upgrade Program is hereinafter referred to as a “P320 Original Design Pistol”;

WHEREAS, the Upgrade Program has been available to all P320 owners since the implementation of the Upgrade Program in August 2017, and remains available to all P320 owners currently;

WHEREAS, Plaintiff’s Counsel filed a putative class actions against SIG Sauer in the United States District Court for the Western District of Missouri, *David Hartley, et al. v. Sig Sauer, Inc.*, Case No. 4:18-cv-00267 (hereinafter “the putative class action”);

WHEREAS, the Plaintiff in the putative class action claims that the P320 Original Design Pistol was defectively designed because it allegedly allows the pistol to discharge where the pistol’s slide and barrel are in an unlocked condition due to the absence of a mechanical disconnect. Plaintiff further alleges that the value and utility of P320 Original Design Pistols have been diminished as a result of the alleged defective design;

WHEREAS, the plaintiffs in the putative class action seeks damages and equitable relief, on behalf of himself and other class members, premised on alleged economic losses, and does not seek damages or other relief for personal injury or property damage claims;

WHEREAS, SIG Sauer filed a motion to dismiss the putative class action, which ultimately resulted in the dismissal of some, but not all, claims in the putative class action;

WHEREAS, the Parties have served written discovery demands, all of which have been responded to, including, in some instances, by objection and whereas documents have been produced;

WHEREAS, Plaintiff's Counsel conducted extensive investigations into the facts and circumstances related to this litigation, including consulting with experts, interviewing potential witnesses, conducting inspections of firearms, talking with many putative class members, and researching and studying legal principles applicable to the issues of liability, damages, jurisdiction and procedure;

WHEREAS, Plaintiff's Counsel took the corporate deposition of SIG Sauer;

WHEREAS, Plaintiff's Counsel retained an expert witness who has provided opinions regarding the alleged design defect;

WHEREAS, while discovery was being conducted, the Parties engaged in one in-person and multiple telephonic meetings conducted by Jill A. Morris through the Mediation and Assessment Program during which the Parties discussed and negotiated a preliminary settlement term sheet;

WHEREAS, prior to, during and after the mediation sessions, the Parties exchanged information which allowed each side to further evaluate their claims and defenses and discuss the parameters of a potential class-wide resolution of the putative class action;

WHEREAS, Plaintiff believes that the claims asserted in the Action have substantial merit; however, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Settlement Classes, Plaintiff and his Counsel have concluded that the Settlement Agreement provides substantial benefits to the Settlement Classes, and is fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Classes;

WHEREAS, SIG Sauer denies that the design of the P320 Pistol – either the P320 Original Design Pistol or pistols that have been upgraded through the Upgrade Program – are defective and can result in discharges where the slide and barrel are in an unlocked condition, and SIG Sauer further denies Plaintiff's remaining allegations, wrongdoing of any kind, and believes that the Action is without merit, SIG Sauer has also taken into account the uncertainty, risk, delay, and costs inherent in litigation and agreed to enter into the Settlement Agreement to avoid any further litigation expenses and inconvenience, to remove the distraction of burdensome and protracted litigation, and to provide customers with the benefits outlined below rather than spending this money on costly litigation;

WHEREAS, SIG Sauer has agreed to class treatment of the claims asserted in the Action solely for the purpose of effectuating the compromise and Settlement of those claims on a class basis, as set forth herein, and deny that the Action properly could proceed on class bases for purposes of litigation or for trial;

WHEREAS, it is the intention and desire of the Parties to compromise, resolve, dismiss and release all allegations, disputes, and claims for damages (other than personal injury or personal property damages) or equitable relief arising out of, or relating to, the sale, marketing, design, and/or use of the P320 Pistol with respect to any and all claims that the pistols are able to discharge when the slide and barrel are in an unlocked condition, with respect to both the P320 Original Design Pistol and P320 Pistols that have been upgraded pursuant to the Upgrade Program, pursuant to the terms

set forth in the Settlement Agreement that have been or could have been brought by Plaintiffs themselves and on behalf of Settlement Class Members against Defendant;

WHEREAS, the Parties agree that the Settlement is fair, reasonable, and adequate, and is an appropriate nationwide resolution accomplished through the benefits, releases, and orders set forth in or attached to this Settlement Agreement;

NOW, THEREFORE, without an admission or concession on the part of Plaintiff on the lack of merit of the Action or an admission or concession of liability or wrongdoing or the lack of merit of any defense by SIG Sauer, it is stipulated and agreed by SIG Sauer and Plaintiff, acting for himself and on behalf of the Settlement Classes, that, on the following terms and conditions, the Action shall be settled and dismissed with prejudice as among Plaintiff, the Settlement Classes, and SIG Sauer upon Final Approval of the Court after the hearing(s) provided for in the Settlement; and the Settlement Class Members shall release all Released Claims against Defendant and all Released Parties.

II. DEFINITIONS

1. As used in this Settlement Agreement, the following terms shall have the defined meanings set forth below.
2. “Action” means the case originally captioned *David Hartley, et al. v. Sig Sauer, Inc.*, No. 4:18-cv-00267, originally filed in the United States District Court for the Western District of Missouri on April 6, 2018.
3. “Appropriate Ammunition” means factory-new ammunition of the correct caliber manufactured to the appropriate SAAMI or NATO specification and excluding all handloads, reloads or remanufactured ammunition.
4. “Attorneys’ Fees and Expenses” means the amounts approved by the Court for payment to Class Counsel, including attorneys’ fees, costs, litigation expenses, fees and expenses of experts.
5. “Cartridge Failure Event” means a P320 pistol that has sustained damage caused by a ruptured cartridge; the type of damage caused by a Cartridge Failure Event includes a blown-out extractor and/or cracking or other damage to the grip module and/or frame of the pistol.
6. “Claim Form” means the claim form, substantially in the form set forth in Exhibit X to this Settlement Agreement, which must be timely and fully completed and submitted by any Settlement Class Member in order to be eligible for any settlement benefits.
7. “Claims Period” means the time during which any Settlement Class Member may submit a Claim Form under the Settlement. The Claims Period begins upon entry of the Preliminary Approval Order and expires twenty-four (24) months after the Effective Date.
8. “Claims Process” means the process by which Settlement Class Members may request and receive settlement benefits.

9. “Class Counsel” means Bonner Walsh, of Walsh PLLC; Tim Dollar, of Dollar Burns & Becker, L.C.; and Matthew D. Schelkopf, of Sauder Schelkopf.

10. “Court” means the United States District Court for the Western District of Missouri.

11. “Defendant” means Sig Sauer, Inc.

12. “Defendant’s Counsel” means the following, either individually or collectively:

Robert L. Joyce
B. Keith Gibson
LITTLETON PARK JOYCE UGHETTA &
KELLY LLP
The Centre at Purchase
4 Manhattanville Road, Suite 202
Purchase, NY 10577
Phone: (914) 417-3400

Amy M. Crouch
Brent Dwerlkotte
SHOOK, HARDY & BACON LLP
2555 Grand Blvd.
Kansas City, MO 64108
Phone: (816) 474-6550

13. “Effective Date” means the latest date on which the Final Approval Order approving this Agreement becomes final. For purposes of this Agreement: (a) if no appeal has been taken from the Final Order, the Effective Date is the date on which the time to appeal therefrom has expired; or (b) if any appeal has been taken from the Final Order, the Effective Date means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for certiorari or any other form of review, have been finally disposed of and/or have expired in a manner that affirms the Final Order; or (c) if Plaintiffs’ Counsel and Defendant agree in writing, the Effective Date can occur on any other agreed date.

14. “Mediator” means Jill Morris from the Court’s Mediation and Assessment Program.

15. “Notice of Settlement” means the Court-approved form of notice of this Settlement Agreement to the Settlement Classes, as described in Section V below, and substantially in the form attached hereto as Exhibit A.

16. “Notice Program” means the process by which Plaintiffs’ Counsel and Defendant will work together to provide the Notice of Settlement to all potential Settlement Class Members, as described more fully in Section V, below.

17. “P320 Pistol” means the Sig Sauer P320 model pistol in all grip module sizes, slide lengths, calibers and variations, including all models known as “M17 or “M18.”.

18. “P320 Original Design Pistol” means a P320 model pistol that was distributed by Sig Sauer, Inc. prior to the implementation of the P320 Voluntary Upgrade Program and which has not been previously upgraded through the upgrade program.

19. “Parties” means Plaintiffs and Defendant.

20. “Plaintiffs” means David Hartley, Timothy Delisle and David Foster.

21. “Plaintiffs’ Counsel” means the following, either individually or collectively, in whole or in part:

Tim Dollar
DOLLAR BURNS & BECKER, L.C.
1100 Main Street, Suite 2600
Kansas City, MO 64105

Bonner Walsh
WALSH, PLLC
1561 Long Haul Road
Grangeville, Idaho 83530

Matthew D. Schelkopf
SAUDER SCHELKOPF
1109 Lancaster Ave.
Berwyn, PA 19312

22. “Preliminary Approval Order” means the order to be entered by the Court pursuant to the Settlement Agreement, substantially in the form that shall be transmitted to the Courtroom Deputy concurrently with the Motion for Preliminary Approval.

23. “Released Claims” means all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements, and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing now or arising in the future, whether known or unknown, both at law and in equity which were or could have been brought against Defendant, or any of them, based upon or related in any way to the P320 design as it relates to an actual or potential Cartridge Failure Event subject to the Settlement Agreement, whether arising under statute, rule, regulation, common law or equity, and including, but not limited to, any and all claims, causes of action, rights or entitlements under any federal, state, local or other statute, law, rule and/or regulation, any consumer protection, consumer fraud, unfair business practices or deceptive trade practices laws, any legal or equitable theories, any claims or causes of action in tort, contract, products liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi-contract, unjust enrichment, express warranty, implied warranty, and/or any injuries, losses, damages or remedies of any kind, in law or in equity, under common law, statute, rule or regulation, including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, restitution, or any other legal or equitable relief. Released claims also include any claim for attorneys’ fees, expenses, costs, and catalyst fees under any state’s law or under federal law. This release expressly exempts and does not include all claims for personal injury and personal property damage other than direct damage to a P320.

24. “Released Party” means Defendant Sig Sauer, Inc.; all manufacturers and assemblers of P320 Pistols, and each of their component parts; the entities supplying the aforementioned

companies with component parts; and all past, present and future officers, directors, shareholders, employees, predecessors, affiliates, parents, subsidiaries, partners, limited partners, insurers, administrators, agents, servants, successors, trustees, vendors, subcontractors, independent contractors, attorneys, representatives, heirs, executors, experts, consultants, and assigns of all the foregoing persons.

- 25. “Releasing Persons” shall include Plaintiffs and all Settlement Class Members, and each of their respective heirs, executors, representatives, agents, assigns, and successors.
- 26. “Settlement” means the settlement set forth in this Settlement Agreement.
- 27. “Settlement Agreement” means this document which describes the Settlement.
- 28. “Settlement Classes” means all P320 Pistol owners who fall under Settlement Class 1 / Category I Settlement Class; Settlement Class 2 / Category II Settlement Class; or Settlement Class 3 / Category III Settlement Class, as defined in ¶ 33.
- 29. “Settlement Class Member” means any person who falls into one of the Settlement Classes.
- 30. “Settlement Firearm” means all P320 Pistols.
- 31. “Settling Parties” means Settlement Class Members and Defendant.
- 32. “SIG Sauer” means Sig Sauer, Inc.
- 33. “United States” means the United States and its territories.

III. REQUIRED EVENTS

34. In conjunction with filing the executed Settlement Agreement with the Court, Plaintiffs shall file a motion for leave to file an Amended Class Action Complaint naming David Hartley, Timothy Delisle and David Porter as Plaintiffs and seeking certification of the following Settlement Classes:

Settlement Class 1:

All current owners of a P320 Pistol whose pistols *have not* previously experienced a Cartridge Failure Event or have previously experienced a Cartridge Failure Event and have not previously returned their P320 Pistol to Sig Sauer for repair. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over the action and members of their families; (c) governmental and law enforcement agency purchasers; (d) Sig Sauer, Inc. and any of its employees, parents, subsidiaries and affiliates (“Category I Settlement Class”).

Settlement Class 2:

All individuals who previously returned their P320 Pistol to SIG Sauer after experiencing a Cartridge Failure Event and were told that their pistol could not be repaired. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over the action and members of their families; (c) governmental and law enforcement agency purchasers; (d) Sig Sauer, Inc. and any of its employees, parents, subsidiaries and affiliates (“Category II Settlement Class”).

Settlement Class 3:

All individuals who previously returned their P320 Pistol to SIG Sauer after experiencing a Cartridge Failure Event and were charged any amount, including shipping costs, for the repair and return of the pistol. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over the action and members of their families; (c) governmental and law enforcement agency purchasers; (d) Sig Sauer, Inc. and any of its employees, parents, subsidiaries and affiliates (“Category III Settlement Class”).

35. The Parties shall file a joint Motion for Conditional Certification of Settlement Class, Preliminary Approval of Settlement, Approval of Notice Plan and Appointment of Class Counsel (“Motion for Preliminary Approval”). The Motion for Preliminary Approval shall, among other things, seek entry of a proposed Preliminary Approval Order which would, for settlement purposes only, conditionally certify the Settlement Classes; preliminarily approve the Settlement Agreement; approve the proposed Notice Plan, including the Notice of Settlement, as set forth in Exhibit A and Section V of this Settlement Agreement; approve the Claim Forms, attached as Exhibit B; appoint Class Counsel; schedule the Final Approval Hearing; and set a briefing schedule for the Final Approval Hearing.

36. In accordance with the Court’s Preliminary Approval Order, the Parties shall subsequently file a joint Motion for Final Approval of Settlement (“Motion for Final Approval”). The Motion shall seek entry of a proposed Final Approval Order that would, among other things: grant final approval of the Settlement Agreement and direct its implementation pursuant to its terms and conditions; discharge and release the Released Party, and each of them, from the Released Claims; permanently bar and enjoin all Releasing Persons from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims; direct that the action be dismissed with prejudice and without costs; state pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the Final Approval Order and Judgment is a final, appealable order; and reserve to the Court continuing and exclusive jurisdiction over the Settling Parties with respect to the Settlement Agreement and the Final Approval Order. In particular, the proposed Final Approval Order shall specify that, without in any way affecting the finality of the Final Approval Order, the Court expressly retains exclusive and continuing

jurisdiction over the Parties, including the Settlement Class, in all matters relating to the administration, consummation, validity, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, including, without limitation, for the purpose of: (a) enforcing the terms and conditions of the Settlement Agreement and negotiations and resolving any disputes that arise out of the implementation or enforcement of the Settlement Agreement; (b) entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate the Final Order and the Settlement Agreement (including, without limitation, orders enjoining persons or entities pursuing any claims), or to ensure the fair and orderly administration of the Settlement; and (c) entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction over the Settlement Agreement, and the Parties in matters relating to the implementation or enforcement of the Settlement Agreement.

IV. SETTLEMENT BENEFITS

37. P320 Voluntary Upgrade Program

Sig Sauer agrees to renew notice of the P320 Voluntary Upgrade Program, which allows all P320 Original Design Pistol owners to have their pistols upgraded by Sig Sauer free of charge, and to keep this program in place and available to all P320 Original Design Pistol owners for a period of twenty-four (24) months following certification of the settlement class. Information regarding the details of the P320 Voluntary Upgrade Program can be found on Sig Sauer's website at: <https://www.sigsauer.com/support/p320-voluntary-upgrade/>.

Additionally, Sig Sauer agrees to provide additional information on its website about the inclusion of a mechanical disconnecter as part of the upgrade, including a statement that it provides an additional level of safety to prevent a Cartridge Failure Event, as part of the P320 Voluntary Upgrade Program. Sig Sauer also agrees to supplement its notice program to all class members further advising them of the availability and scope of the P320 Voluntary Upgrade Program inclusive of the information outlined above regarding the mechanical disconnecter, as follows:

- (a) **Sig Sauer Website:** Sig Sauer will update the information contained on the P320 Voluntary Upgrade Program page of its website¹ to provide additional information about the inclusion of a mechanical disconnecter which will include a statement that it provides an additional level of safety to prevent a Cartridge Failure Event. Sig Sauer will include a link to the P320 Voluntary Upgrade Page on the home page of its website. Additionally, Sig Sauer will post the supplemental Upgrade Notice (substantially in the form attached hereto as Exhibit C) as a press release on the home page of its website.
- (b) **Direct Notice via E-Mail:** The Upgrade Notice will be sent *via e-mail* to all individuals listed in any of Sig Sauer's internal databases, regardless of whether Sig Sauer has a record of the individual having purchased a P320 pistol or P320-related product. The internal Sig Sauer databases that will be used to collect individual information for purposes of this Direct Notice include:

¹ Located at <https://www.sigsauer.com/support/p320-voluntary-upgrade/>.

- Sig Sauer's Warranty Registration Database, which includes all individuals who have returned a warranty registration card for a Sig Sauer product, either by mailing in the card copy warranty registration card or by submitting it electronically;
 - Sig Sauer's Customer Account Database, which includes all individuals who have contacted Sig Sauer's customer service department (either by telephone or through the Sig Sauer website) in order to return a firearm or place an order; and
 - Sig Sauer's Webstore Database, which includes individuals who have made P320-related purchases (P320 components such as grip modules, barrels, magazines, etc.) through the Sig Sauer Webstore.²
 - Additionally, Sig Sauer will obtain a list of individuals who purchased P320 model pistols from distributors and/or dealers through their Individual Officer Program.
- (c) **Direct Notice via U.S. Mail:** To the extent Sig Sauer does not have a valid e-mail address for any individual listed in any of the Sig Sauer internal databases described in Paragraph 2, above, who purchased a P320 Original Design Pistol or made a P320-related purchase (i.e., P320 magazines, grip modules, barrels or other parts), Sig Sauer will send the Upgrade Notice by U.S. Mail, proper postage prepaid, to each such individual. *(Note: This Direct Notice via U.S. Mail is limited to those individuals who purchased a P320 Original Design Pistol or any P320 component parts or accessories. It does not include customers who only purchased non-P320 products.)*
- (d) **Social Media Announcement:** Sig Sauer will post the Upgrade Notice to its various social media platforms, along with a link to the P320 Voluntary Upgrade Program page on the Sig Sauer website (where allowed). Specifically, Sig Sauer will post the Upgrade Notice on the following social media websites:
- Facebook (<https://www.facebook.com/SIGSAUERInc/>);
 - Twitter (<https://twitter.com/sigsauerinc/>); and
 - Instagram (<https://www.instagram.com/sigsauerinc/>).

38. **Incentive Awards.** Sig Sauer agrees to provide an incentive award to named plaintiff David Hartley in the amount of \$2,800. Sig Sauer also agrees to provide incentive awards to Timothy Delisle in the amount of \$2,800 and to David Porter in the amount of \$1,400.

39. **Category I Settlement Class Members – P320 Owners who have not experienced a Cartridge Failure Event or experienced a Cartridge Failure Event but did not previously return their P320 pistol to Sig Sauer for repair.** Category I Settlement Class will be entitled to

² <https://www.sigsauer.com/store/>

receive a Voluntary Upgrade during the twenty-four (24) months following settlement class certification in the event they have not already participated in that program. All Category I Settlement Class members also will maintain a transferable Sig Sauer Limited Lifetime Warranty against any future Cartridge Failure Events resulting from the use of Appropriate Ammunition on their P320 pistols. To the extent these Category I Settlement Class members experienced a Cartridge Failure Event but did not previously return their P320 pistol for repair or experience a Cartridge Failure Event in the future, Sig Sauer agrees to repair the P320 pistol at no charge (including shipping costs) to the class member. In the event the P320 pistol cannot be repaired, Sig Sauer agrees to provide the Category I Settlement Class member their choice of either: (1) a refund amount that is the greater of the original purchase price of their P320 Pistol or the Manufacturer's Suggested Retail Price, **or** (2) a new P320 pistol of the same or similar version to the extent permitted by state and local law. Class members must submit proof of purchase (including receipt) if making a claim that the original purchase price is greater than the MSRP. Sig Sauer further agrees that a Category I Settlement Class member will not be denied repair coverage for a Cartridge Failure Event under this category based on normal wear and tear or lack of maintenance on the pistol. **However, the Cartridge Failure Event must arise out of the use of Appropriate Ammunition for coverage under this Category to apply.**

40. **Category II Settlement Class Members – P320 Owners who previously returned pistols for repair following a Cartridge Failure Event and were told their P320 Pistols were unrepairable.** Category II Settlement Class members will be entitled to their choice of either: (1) a refund amount that is the greater of the original purchase price (with proof of purchase, including receipt) of their P320 Pistol or the Manufacturer's Suggested Retail Price; **or** (2) a new P320 pistol of the same or similar version to the extent permitted by state and local law. Additionally, Category II Settlement Class members are entitled to a full refund of any costs related to the evaluation of their P320 Pistol, including any costs incurred by the class member in shipping the P320 Pistol to and from SIG Sauer for evaluation. Any Category II Settlement Class member who elects to participate in this Settlement must return their P320 Pistol to Sig Sauer. All costs associated with returning the P320 Pistol will be covered by Sig Sauer.

41. **Category III Settlement Class Members – P320 Owners who previously returned their P320 Pistol for repair following a Cartridge Failure Event and were charged for any repairs to their P320 Pistol related to that Cartridge Failure Event.** Category III Settlement Class members will be entitled to a full refund of the amount of money they were charged in connection with the return and repair of the P320 Pistol following a Cartridge Failure Event, including costs incurred for the shipping of their P320 Pistol to and from SIG Sauer for evaluation. All Category III Settlement Class members also will maintain a transferable Sig Sauer Limited Lifetime Warranty against any future Cartridge Failure Events resulting from the use of Appropriate Ammunition on their P320 pistols.

42. In order to obtain the benefits described above in ¶¶ 40-41, the Category II Class Member or Category III Class Member must submit and execute a Claim Form.

43. The Claims Period shall commence upon entry of the Preliminary Approval Order. The Claims Period shall expire twenty-four (24) months after the Effective Date. Claim Forms must be received no later than twenty-four (24) months following the Effective Date.

44. **Claims Process Review.** Any class member who is not satisfied with Sig Sauer's handling of their claim pursuant to this settlement agreement will be provided with the opportunity to contact an independent third party (to be identified by the parties) to investigate the correct administration of the terms of this settlement. For the avoidance of doubt, this is not an opportunity to re-negotiate the terms of this settlement, but rather is limited to the administration of the terms of this settlement as to a class member's particular claim. Sig Sauer may also request the involvement of this independent third party in the event it disputes the legitimacy of a claim submitted or the reasonableness of a demand made in connection with the claims process.

V. NOTICE OF PROPOSED SETTLEMENT TO SETTLEMENT CLASS MEMBERS

45. Notice of the Settlement to Settlement Class Members shall be provided pursuant to orders of the Court.

46. Plaintiffs' Counsel and Defendant agree that reasonable notice of this Agreement consistent with Due Process requirements of the United States Constitution shall be given to any and all Settlement Class Members. To effectuate such notice, Plaintiffs' Counsel and Defendant have agreed to provide notice of the Settlement to Settlement Class Members a combination of: (a) a joint press release; (b) distribution of the Notice of Settlement, as described in ¶ 48, below; and (c) notice through SIG Sauer's social media web pages, as described in ¶ 49, below. The text of the Notice of Settlement and the mechanisms for distributing the notice shall be subject to the approval of the Court and shall be the responsibility of the Parties.

47. Within a reasonable time following the Motion for Preliminary Approval, the Parties will issue a joint press release.

48. **Distribution of Notice of Settlement.** SIG Sauer agrees to provide the Notice of Settlement as follows:

- (a) **Sig Sauer Website:** Sig Sauer will post the Notice of Settlement on both the home page and the P320 pistol page of its website.³ Additionally, Sig Sauer will post the press release jointly issued with Plaintiffs' Counsel regarding the Settlement as a press release on its website.
- (b) **Direct Notice via E-Mail:** The Notice of Settlement will be sent *via e-mail* to all individuals listed in any of Sig Sauer's internal databases, regardless of whether Sig Sauer has a record of the individual having purchased a P320 pistol or P320-related product. The internal Sig Sauer databases that will be used to collect individual information for purposes of this Direct Notice include:
 - Sig Sauer's Warranty Registration Database, which includes all individuals who have returned a warranty registration card for a Sig Sauer product, either by mailing in the card copy warranty registration card or by submitting it electronically;

³ Located at <https://www.sigsauer.com/support/p320-voluntary-upgrade>.

- Sig Sauer's Customer Account Database, which includes all individuals who have contacted Sig Sauer's customer service department (either by telephone or through the Sig Sauer website) in order to return a firearm or place an order; and
- Sig Sauer's Webstore Database, which includes individuals who have made P320-related purchases (P320 components such as grip modules, barrels, magazines, etc.) through the Sig Sauer Webstore.⁴
- Additionally, Sig Sauer will obtain a list of individuals who purchased P320 model pistols from distributors and/or dealers through their Individual Officer Program.

(c) **Direct Notice via U.S. Mail:** To the extent Sig Sauer does not have a valid e-mail address for any individual listed in any of the Sig Sauer internal databases described in ¶ 48(b), above, who purchased a P320 Original Design Pistol or made a P320-related purchase (i.e., P320 magazines, grip modules, barrels or other parts), Sig Sauer will send the Notice of Settlement by U.S. Mail, proper postage prepaid, to each such individual. (*Note: This Direct Notice via U.S. Mail is limited to those individuals who purchased a P320 Original Design Pistol or any P320 component parts or accessories. It does not include customers who only purchased non-P320 products.*) This Direct Notice is attached as Exhibit D.

49. **Social Media Announcement:** Sig Sauer will post the Notice of Settlement to its various social media platforms, specifically:

- Facebook (<https://www.facebook.com/SIGSAUERInc/>);
- Twitter (<https://twitter.com/sigsauerinc/>); and
- Instagram (<https://www.instagram.com/sigsauerinc/>).

50. Not later than twenty-one (21) days before the date of the Final Approval Hearing, the Parties shall file with the Court a list of those persons who have opted out of or objected to the Settlement. The Parties shall also file with the Court proof, by affidavit or declaration, of the aforesaid publications and mailings as well as the details outlining the scope, method and results of the Notice Program.

51. The Parties shall promptly after receipt provide copies of any requests for exclusion, objections and/or related correspondence to each other.

VI. OBJECTIONS AND REQUESTS FOR EXCLUSION

A. Requests for Exclusion

52. A Settlement Class Member may opt out of his or her designated Settlement Class. To exercise this exclusion right, the Settlement Class Member must send a written notification of the

⁴ <https://www.sigsauer.com/store/>.

decision to request exclusion via certified or first class mail to one of the Class Counsel listed above. The request for exclusion must bear the signature of the Settlement Class Member (even if represented by counsel), the Settlement Class Member's full name, current address and telephone number, state the firearm's serial number, and include the following statement or equivalent language: "I request to be excluded from the settlement in the Sig Sauer P320 Class Action Settlement." No request for exclusion will be valid unless all of the information described above is included. No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class. If the Settlement Class Member has entered into a written or oral agreement to be represented by counsel, the request for exclusion shall also be signed by the attorney who represents the Settlement Class Member. Such requests must be postmarked or personally delivered on such schedule as the Court may direct. In seeking Preliminary Approval of this Agreement, the parties will request that the deadline for submission of requests for exclusion shall be set on a date no less than sixty (60) days after the publication of the final notice to be published pursuant to Section V. Exclusions sent by any Settlement Class Member to incorrect locations shall not be valid. The Party who receives notice of exclusion from any Settlement Class member shall promptly forward copies of any written requests for exclusion to the other Party's designated counsel. A list reflecting all requests for exclusion shall be filed with the Court by the Parties no later than twenty-one (21) days before the Final Approval Hearing. If a potential Settlement Class Members files a request for exclusion, he or she may not file an objection under ¶ 55.

53. Any Settlement Class Member who has not timely and properly filed a written request for exclusion as provided in ¶ 51 shall be bound by the Settlement and all subsequent proceedings, orders, and judgments, including, but not limited to, the Release and Final Approval Order. Any Settlement Class Member who elects to opt out of the Settlement Class pursuant to this Agreement shall not be entitled to relief under or affected by this Agreement.

54. Class Counsel shall have the right to contact persons who file exclusion requests and to challenge the timeliness and validity of any exclusion requests, as well as the right to effect the withdrawal of any exclusion filed in error and any exclusion request which a Settlement Class Member wishes to withdraw for purposes of participating in the Settlement as set forth in this Agreement. The Court shall determine whether any of the contested opt-outs are valid.

B. Objections

55. A Settlement Class Member may object to the Settlement. To exercise this certified or objection right, the Settlement Class Member must provide written notice of the objection via certified or first class mail to the Court, Class Counsel and Defendant's Counsel. Such notice shall state: (1) the objector's full name, address, telephone number, and e-mail address; (2) documents or information required on the Claim Form and sufficient to identify the objector as a Settlement Class Member, including but not limited to the pistols serial number; (3) a written statement of all grounds for the objection accompanied by any legal support for the objection; (4) the identity of all counsel representing the objector; (5) the identity of all counsel representing the objector who may appear at the Final Fairness Hearing; (6) all other cases in which the objector (directly or through counsel) or the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement, or has been a named plaintiff in any class action or served

as lead plaintiff class counsel, including the case name, court, and docket number for each; (7) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (8) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (9) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). Any Settlement Class Member who fails to file and serve timely a written objection containing all of the information listed in the items listed above in the previous paragraph, including notice of his/her intent to appear at the final approval hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal. Such objection must be postmarked or personally delivered on such schedule as the Court may direct. The submission of an objection allows Class Counsel of SIG Sauer's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for a deposition or to comply with expedited discovery requests may result in the Court striking the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose. In seeking Preliminary Approval of this Agreement, the Parties will request that the deadline for submission of notice of objections shall be set on a date no less than sixty (60) days after the publication of the final notice to be published pursuant to Section V. Objections sent by any Settlement Class Member to incorrect locations shall not be valid.

56. Any Settlement Class Member who fails to comply with the provisions of ¶ 55 above shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Settlement Agreement and by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI.B. Without limiting the foregoing, any challenge to the Settlement or Final Approval Order shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

57. Any Settlement Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely submission of a Claim Form and other requirements herein.

VII. ATTORNEYS' FEES

58. In advance of the date set by the Court for Objections, Class Counsel agrees to request approval of an award of all attorneys' fees, costs, and expenses in a total amount not to exceed \$850,000. Defendant agrees to pay any fees and costs awarded by the Court in an amount not to exceed \$850,000, and will do so within thirty (30) days of the Effective Date. The amount of attorneys' fees, costs, and expenses was negotiated after the substantive terms of the Settlement, including the benefits to Settlement Class Members. The Motion for Preliminary Approval and

Notice of Settlement shall state that Class Counsel will seek an award of attorneys' fees, costs, and expenses in an amount not to exceed \$850,000.

59. If the request for an award of attorneys' fees, costs, and expenses is finally approved by the Court and upheld on any appeal, then SIG Sauer shall pay the amount ordered by the Court via electronic transfer to Class Counsel within thirty (30) business days after the Effective Date, provided that Class Counsel has submitted appropriate routing information and payment information reasonably necessary for SIG Sauer to process such transfer.

60. The distribution of the attorneys' fees, costs and expenses will be determined by Class Counsel separate and apart from this Agreement. Should a dispute arise regarding the distribution among Class Counsel, the costs to resolve this dispute shall be borne solely by Class Counsel, and Class Counsel agree to defend, indemnify and hold harmless, SIG Sauer against any claim for attorneys' fees by any other counsel not included in this Agreement or from any claim by any member of Class Counsel regarding the sufficiency of the attorneys' fees.

VIII. RELEASE

61. As consideration for the relief provided under the Settlement Agreement, the Releasing Persons agree to release the Released Party from any and all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including those unknown, both at law and in equity which were or could have been brought against Defendant based upon the Design of the P320 Pistols it relates to an actual or potential Cartridge Failure Event, including but not limited to those claims asserted in the Action, whether sounding in tort, contract, breach of warranty, violation of any state or federal statute or regulation, fraud, unjust enrichment, money had and received, restitution, equitable relief, punitive or exemplary damages or any other claims whatsoever under federal law or the law of any state. Released claims also include any claim for attorneys' fees, expenses, costs, and catalyst fees under any state's law or under federal law. This release expressly exempts and does not include all claims for personal injury and personal property damage other than direct damage to a P320.

62. If any Settlement Class Member brings an action or asserts a claim against Defendant that is contrary to the terms of the Settlement Agreement, that Defendant shall provide Class Counsel with a copy of the Settlement Class Member's complaint. Class Counsel agrees to contact counsel of record for the Settlement Class Member and advise him or her of the Settlement Agreement.

IX. MISCELLANEOUS PROVISIONS

A. For Settlement Purposes Only/No Admissions

63. The Settlement Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in, this Agreement or its Exhibits, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as an admission of: (a) the validity of any claim or allegation by Plaintiffs, or of any defense asserted by Defendant in the Action; (b) the propriety of class certification or proceeding in whole or in part on a class wide basis for purposes of litigation and/or trial in this Action or any future action against Defendant or any Released

Party; or (3) any wrongdoing, fault, violation of law, or liability if any kind on the part of Defendant or any Released Party.

64. The Settlement Agreement is without prejudice to the rights of Defendant or any Released Party to oppose class certification in the Action for purposes of litigation and trial should the Settlement not be finally approved or implemented for any reason.

65. In the event that this Agreement does not become effective for any reason, this Agreement shall become null and void and of no further force and effect. In such instance, this Agreement and any negotiations, statements, communications, proceedings, and pleadings relating thereto, and the fact that the Parties agreed to the Agreement, shall be without prejudice to the rights of Plaintiffs or Defendant or any Settlement Class Member, shall not be used for any purpose whatsoever in any subsequent proceeding in this action or in any other action in any court or tribunal, and shall not be construed as an admission or concession by any party of any fact, matter, or allegation. In the event that this Agreement does not become effective, Plaintiffs, Defendant, and the Settlement Class Members shall be restored without prejudice to their respective positions as if the Agreement and any application for its approval by the Court had not been made, submitted, or filed. Notwithstanding the foregoing, in the event that the Court should refuse to approve any material part of this Agreement or the Exhibits thereto or if, on appeal, an appellate court fails to affirm the judgment entered pursuant to this Agreement, then the Parties may (but are not obligated to) agree in writing to amend this Agreement and proceed with the Settlement as so amended. Neither any award to a representative plaintiff in an amount less than that sought, nor an award of attorneys' fees, costs, and disbursement to Class Counsel in an amount less than that requested by Class Counsel, nor a reversal on appeal of any such award shall be deemed to be a modification of a material part of this Agreement that causes the Agreement to become null and void pursuant to this section.

B. Arms' Length Negotiations and Disputes Among Counsel

66. The Mediator has agreed to submit a declaration regarding the arms' length nature of the negotiation and overall fairness of the settlement, which shall be submitted with the Parties' Motion for Preliminary Approval.

C. Alternative Dispute Resolution

67. So that the Settling Parties do not have to return to court, if any disputes arise out of finalization of the settlement documentation or out of the Settlement itself, said disputes are to be resolved by the Mediator first by way of mediation, and if mediation is unsuccessful then by way of final binding non-appealable arbitration. If for any reason the Mediator is unavailable or has a conflict, the Settling Parties will agree on a substitute neutral so that this clause may be enforced without returning to Court. If the Settling Parties cannot agree upon a substitute neutral, they will jointly petition either the Mediator or the Court to select a neutral for them to enforce this clause. The Court shall retain jurisdiction to enter and enforce any award arising from such arbitration.

68. The Court will retain jurisdiction to enforce the terms of this Agreement, including all terms that are not arbitrable issues and will otherwise retain jurisdiction to compel arbitration in

accordance with the above provision, as well as to enforce the terms of any award in arbitration to the extent required by law.

69. Nothing in this provision is intended to prevent the Court from exercising its authority to inquire about the bases for settlement, settlement terms, the implementation of the settlement, or the information provided to the Court in connection with preliminary or final approval of the Settlement.

D. Exclusive Remedy; Dismissal of Actions; Continuing Jurisdiction of the Court; Agreement Subject to Missouri Law

70. Each and every Settlement Class Member who has not requested exclusion pursuant to this Agreement submits to the jurisdiction of the Court and will be bound by the terms of this Settlement (including, without limitation, any and all releases).

71. This Agreement shall be the sole and exclusive remedy for any and all Released Claims, and upon entry of the Final Judgment by the Court, each Settlement Class Member who has not opted out of the Class shall be barred from initiating, asserting, or prosecuting any such Released Claims against Defendant.

72. Upon the entry of the Final Approval Order, this action will be dismissed with prejudice.

73. The laws of the state of Missouri govern this Agreement.

E. Best Efforts

74. The Parties, Plaintiffs' Counsel, and Defendant's Counsel agree to use their best efforts to obtain Court approval of this Settlement, and agree to support all terms of the Settlement Agreement in documents filed with the Court. They further agree to execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement.

F. Administrative Costs

75. Except as otherwise expressly provided in this Settlement Agreement, each of the Plaintiffs and the Defendant shall be solely responsible for his, her, or its own costs and expenses.

G. Taxes

76. Plaintiffs, Settlement Class Members, and Plaintiffs' Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

H. Public Statements

77. The Parties, Plaintiffs' Counsel, and Defendant's Counsel shall not disparage the terms of this Settlement Agreement.

I. Complete Agreement

78. This Settlement Agreement and its Exhibits represent the complete agreement as to each and every term agreed to by and among Plaintiffs, the Settlement Class(es), and Defendant. The Settlement contemplated by this Agreement is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of the Agreement. In entering into this Settlement Agreement, no Party has made or relied on any warranty, promise, inducement or representation not specifically set forth herein. Any agreement purporting to change or modify the terms of this Agreement or the Exhibits hereto must be in writing, signed by Class Counsel and Defendant's Counsel.

79. All the Exhibits attached hereto or referred to herein are incorporated as if fully set forth in the body of the Agreement.

J. Headings for Convenience Only

80. The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

K. Severability

81. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision.

L. No Party Is the Drafter

82. None of the Parties shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

M. Binding Effect

83. This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of Plaintiffs, the Settlement Class, Defendant, the Settling Parties, and their respective successors and assigns.

N. Authorization to Enter Settlement Agreement

84. Plaintiffs' Counsel represents that they are fully authorized to conduct settlement negotiations with counsel for Defendant on behalf of Plaintiffs and the Settlement Class, and to enter into, and to execute, this Settlement Agreement on behalf of Plaintiffs and the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

85. Defendant represents and warrants that: (a) it has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Defendant; (c) its signatory to the Agreement has full authority to sign on behalf of and to bind Defendant to its terms; and (d) this

Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligations.

86. The undersigned counsel represent that they have been fully authorized to execute this Agreement on behalf of their respective clients.

O. Execution in Counterparts

87. This Settlement Agreement may be executed in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile signatures shall be considered as valid signatures as of the date signed, although the original signature dates shall thereafter be appended to the Settlement Agreement. This Settlement Agreement shall not be deemed executed until signed by Class Counsel and Defendant's Counsel.

P. California Civil Code § 1542

88. The Parties have read, understood, and consulted with their attorneys and have been fully advised by them as to the contents and meaning of Section 1542 of the Civil Code of California, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Releasing Persons shall be deemed to have knowingly and voluntarily waived and relinquished all rights and benefits afforded by California Civil Code Section 1542, and by any comparable statutory provision or common law rule that provides, in sum or substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected the settlement. The Parties hereby agree and acknowledge that this waiver is an essential term of this Settlement Agreement without which the consideration given herein by Defendant would not have been given.


Q. Right to Cancellation

89. SIG Sauer shall be entitled, at its option, and in its sole and absolute good-faith discretion, to cancel the Settlement and rescind its agreement to the Settlement Agreement if all Required Events have not occurred or will not occur without a substantive modification to the terms and conditions of this Agreement or 5,000 or more Settlement Class Members exclude themselves from the Settlement. . To cancel the settlement, SIG Sauer must provide written notice to Plaintiffs' Counsel and to the Court no later than 21 days prior to the Final Approval Hearing. In the event of cancellation of the Final Approval Hearing or this Settlement Agreement, all costs shall be borne by the Parties that incurred the expenses.


IN WITNESS THEREOF, the Parties have executed this Settlement Agreement as of the dates set forth below, by their duly authorized attorneys.

By: 
Tim E. Dollar
DOLLAR BURNS & BECKER, L.C.
1100 Main Street, Suite 2600
Kansas City, MO 64105

Dated: 1-31-20

By: 
Bonner Walsh
WALSH PLLC
1561 Long Haul Road
Grangeville, ID 83530

Dated: 01/30/2020

By: 
Matthew D. Schelkopf (*pro hac vice*)
Sauder Schelkopf
1109 Lancaster Ave.
Berwyn, PA 19312

Dated: 1-31-20

Attorneys for Representative Plaintiffs and Class Counsel

By: _____
Robert L. Joyce
LITTLTON PARK JOYCE UGHETTA & KELLY LLP
4 Manhattanville Road, Suite 202
Purchase, New York 10577

Dated: _____

By: _____
Amy M. Crouch
Brent Dwerlkotte
SHOOK, HARDY & BACON, LLP
2555 Grand Blvd.
Kansas City, Missouri 64108-2613

Dated: _____

Attorneys for Sig Sauer, Inc.

By: _____
Tim E. Dollar
DOLLAR BURNS & BECKER, L.C.
1100 Main Street, Suite 2600
Kansas City, MO 64105

Dated: _____


By: _____
Bonner Walsh
WALSH PLLC
1561 Long Haul Road
Grangeville, ID 83530

Dated: _____


By: _____
Matthew D. Schelkopf (*pro hac vice forthcoming*)
Sauder Schelkopf
1109 Lancaster Ave.
Berwyn, PA 19312

Dated: _____

Attorneys for Representative Plaintiffs and Class Counsel


By:  _____
Robert L. Joyce
LITTLTON PARK JOYCE UGHETTA & KELLY LLP
4 Manhattanville Road, Suite 202
Purchase, New York 10577

Dated: February 10, 2020

By:  _____
Amy M. Crouch
Brent Dwerlkotte
SHOOK, HARDY & BACON, LLP
2555 Grand Blvd.
Kansas City, Missouri 64108-2613

Dated: February 7, 2020


Attorneys for Sig Sauer, Inc.

By:  _____
Name: **STEVEN SHAWVER**
Title: **VP & CLO**
For Sig Sauer, Inc.

Dated: 2/12/2020

Representative Plaintiff Signatures


David Hartley


Timothy DeLisle

Dated: 01-30-20

Dated: 01-31-2020


David Porter

Dated: 2/4/2020